

REQUEST FOR PROPOSALS

LICENSING CONTRACTOR FOR DIRECT SERVICE PROVIDER
AGENCIES AND NON-WAIVER CASE MANAGEMENT AGENCIES PROVIDING
HOME AND COMMUNITY-BASED SERVICES

WAIVER ASSISTANCE AND COMPLIANCE SECTION
MEDICAL VENDOR ADMINISTRATION
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-WCSII-MVA
Proposal Due Date/Time: September 26, 2011/2:00 pm CDT

Release Date: August 24, 2011

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Glossary

CMS: Centers for Medicare and Medicaid Services

DHH: Department of Health and Hospitals

Health Standards Section: The State Survey Agency currently responsible for licensing and monitoring providers who deliver health care services available under Medicaid.

HCBS: Home and Community-Based Services

MVA: Medical Vendor Administration

Must: Denotes a mandatory requirement

Operating Agencies: Refers to the two DHH agencies, Office of Aging and Adult Services (OAAS) and Office for Citizens with Developmental Disabilities (OCDD), that operate the CMS-approved home and community-based service programs that are under the administrative authority of Louisiana's Medicaid program.

Original: Must be signed in ink pen

POC: Plan of Correction

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Shall: Denotes a mandatory requirement

Should: Denotes a preference, but not a mandatory requirement

WCS: Waiver Assistance and Compliance Section

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities (OCDD), Office of Behavioral Health, Office of Aging and Adult Services (OAAS), and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. Within this structure, the Office for Citizens with Developmental Disabilities (OCDD) and the Office of Aging and Adult Services (OAAS) currently serve as the operating agencies/program offices for Medicaid-funded Home and Community-Based Service (HCBS) programs. Additional waivers/programs may be added upon approval of CMS and/or the Department.
5. OCDD currently operates the following waivers for people with developmental disabilities:
 - New Opportunities Waiver (NOW)
 - Children's Choice Waiver (CC)
 - Supports Waiver (SW)
 - Residential Options Waiver (ROW)
6. OAAS currently operates the following HCBS programs for the elderly and/or people with adult onset disabilities:
 - Elderly and Disabled Adult (EDA) Waiver, which will be replaced by the Community Choices Waiver effective July 1, 2011
 - Adult Day Health Care (ADHC) Waiver
 - Long-Term Personal Care Services (LT-PCS)OAAS also operates Adult Protective Services for the state of Louisiana.

7. While OCDD and OAAS are the operating agencies, MVA (Medicaid) retains administrative authority for all Medicaid services, including the HCBS waivers and the Early Periodic Screening Diagnosis and Treatment (EPSDT) program.
8. Within Medicaid, the Health Standards Section (HSS) is the State Survey Agency currently responsible for licensing, Medicaid certification, and monitoring of providers who deliver health care services and HCBS including, but not limited to, those available under Medicaid.
9. A Facility Need Review (FNR) Emergency Rule (*Louisiana Register April 20, 2009 Vol.35, No. 05 May 20, 2009, Pages 853-855*) was promulgated and went into effect May 20, 2009, with a final FNR Rule published November 20, 2009 (*Louisiana Registry November 20, 2009 Vol. 35, No. 11, Pages 2439-2442*). This rule requires initial direct service providers for PCA, SIL and RP/CBR to go through a Facility Need Review process and receive approval prior to an application for an initial license. The program offices (OCDD and OAAS) have formed a joint committee that is responsible for approving or denying FNR applications from direct service providers in accordance with the FNR rule. A law mandating FNR for Adult Day Health Care (ADHC) programs was also passed and subsequent rules were promulgated in the February 2010 register.
10. The 2008 Legislature enacted HB 1098 (Act 839) to consolidate the existing licensing regulations for the direct service providers and consolidate the licenses for those direct service providers into a single license, which is anticipated to decrease the number of licensed agencies by approximately one-third or more. The licensing regulations have been submitted by DHH for promulgation through the rule-making process. The new licensing rules are anticipated to be in place by the time a contract is awarded under this RFP.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers to provide for initial licensing based on the licensing requirements in statute and rule, and (when Medicaid participation is sought by a provider) initial certification based on the Medicaid Standards for Participation; licensing and recertification; periodic follow-up or focused licensing reviews; complaint investigations; and quality monitoring of providers on a statewide basis to ensure the quality of service delivery and necessary safeguards to protect the health and welfare of persons receiving services from licensed home and community-based providers. Due to staffing shortages and CMS mandates, a contract is necessary for the Department to verify that providers initially and continually meet required licensure and/or certification standards; to verify that provider training is conducted in accordance with state requirements; to identify, investigate, and seek to prevent the occurrence of abuse, neglect, and exploitation; to ensure deficiencies are remediated within required timelines; and to track and report data.

C. Invitation to Propose

DHH Medical Vendor Administration/Waiver Assistance and Compliance Section is inviting qualified proposers to submit proposals to provide a system of quality monitoring and data reporting in accordance with the specifications and conditions set forth herein. For the purposes of this RFP, proposers must be a Quality Improvement Organization (QIO) or entity which meets the requirements of Sections 1152-1154 of the Social Security Act, as determined by the U.S. Department of Health and Human Services Secretary, under a contract entered into under Section 1902(d).

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Candace Ricard, Program Manager
Medical Vendor Administration/Waiver Assistance and Compliance
Department of Health and Hospitals
628 N. Fourth Street
P.O. Box 91030
Baton Rouge, LA 70821
Telephone Number: (225) 342-6159
Facsimile Number: (225) 389-2608
Email: Candace.Ricard@LA.GOV

2. This RFP is available in pdf at the following weblinks:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. All communications relating to this RFP must be directed to the DHH RFP coordinator named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Pre-Proposal Conference

Not required for this RFP.

G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	August 24, 2011
Deadline for Receipt of Written Questions	August 31, 2011 4:00 PM CDT
Response to Written Questions	September 9, 2011
Deadline for Receipt of Written Proposals	September 26, 2011 2:00 PM CDT
Proposal Evaluation Begins	September 28, 2011
Contract Award Announced	October 13, 2011
Contract Negotiations Begin	October 14, 2011
Contract Begins	January 1, 2012

H. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

II. SCOPE OF WORK

A. Project Overview

The Contractor selected for this project will perform all of the following duties:

1. **Initial licensing reviews:** The Contractor will conduct all initial licensing reviews statewide. In the instances where an initial applicant also requests to voluntarily enroll as a Louisiana Medicaid Program provider, initial Medicaid certification will be conducted at the same time as the initial licensing review.
2. **Licensing reviews:** The Contractor will conduct all licensing reviews by the providers' license anniversary dates. Medicaid recertification will be conducted at the same time as the licensing review. For the deficient practices identified during the licensing survey, a Plan of Correction (POC) will be requested and required of the provider. The Contractor or its staff will request the POC from the provider for the Department/HSS review.
3. **Follow-up licensing or focus reviews:** The Contractor will conduct all follow-up licensing reviews on providers with multiple deficiencies and/or those providers not in compliance or for those providers holding a provisional license. Provisional licenses are given for a six month period only. A follow-up or focus review may be required to assure the provider's compliance with the Plan of Correction and, when necessary, may be required due to a complaint or when immediate jeopardy has been identified.
4. **Complaint investigations:** The Contractor will receive referrals from the HSS HCBS Complaint Desk and conduct complaint investigations as per the HSS Complaint Protocol.
 - a. The appropriate protective service agency investigates complaints specific to abuse, neglect, exploitation and extortion and refers the final investigations to the program office (OCDD or OAAS) and HSS via electronic mail, provided however if the abuse, neglect, exploitation and extortion complaints involves a licensed provider agency or its employee as the alleged perpetrator, the complaint will be investigated by the Contractor, who will advise the program office, MVA, and HSS of the outcome via electronic email.
 - b. In 2008, HSS received approximately 2,300 complaints from multiple sources.
 - c. HSS has received approximately 1,685 complaints in 2008-2009.
 - d. HSS currently receives, on an average, approximately 25-30 complaints a week through the complaint line.
 - e. HSS received 392 APS cases in FY 07/08; 513 in FY 08/09; and 585 in FY 09/10. For FY 10/11 YTD there have been 174 cases, with 644 projected.
 - f. Complaints are currently received through the statewide toll-free complaint line, facsimile, electronic mail, or mail through U.S. Postal Service by the HSS

complaint RN Program Managers for triage and investigation. HSS will receive, triage and refer complaints for investigation to the Contractor. The Contractor will be required to investigate all the complaints referred by HSS using the HSS complaint protocol process. The Contractor will complete the complaint investigation and all related documents and notify HSS electronically when the complaint investigation has been completed and forwarded to the automated databases.

- g. For the deficient practices identified during the complaint investigations, a Plan of Correction (POC) will be required by the provider. The Contractor will request the POC for the Department/HSS review. If at any time the Contractor identifies a situation that places recipients in immediate jeopardy, harm or risk, the HSS complaint program managers must be notified immediately.
5. **EPSDT monitoring:** The Contractor will conduct at least a five percent (5%) quality monitoring for the EPSDT recipients linked to support coordination. The Contractor will conduct statewide monitoring and licensing visits to support coordination agencies in the State. The Contractor will conduct record reviews, interviews and home visits to assure quality service delivery, satisfaction of services, and the health and welfare of the recipients are maintained in the home and community. The Contractor will maintain monitoring data on their database, as well as provide electronic reports/reporting, as determined by MVA.
6. **Systems for reports/reporting:** The Contractor will have in place an electronic data system(s) to maintain, track, trend and to provide electronic required reports to MVA and the operating agencies on the monitoring data and recipient welfare as determined by MVA. The Contractor's data system(s) will be compatible with and have the ability for connectivity to the Department's multi-systems. The Contractor will assure the timely completion and accuracy of all required documentation and reports, including quality review and control procedures. The Contractor will develop, implement, and maintain policy and procedures for electronic transmission (importing and exporting documentation and reports) and enter the data in accordance with MVA's set timelines for data system reporting. The Contractor will maintain and provide the security and confidentiality of all records, files and electronic data in accordance with the HIPAA requirements. Prior to billing, the Contractor will assure all required licensing and monitoring visits have been conducted and documented in accordance with the Department timeline requirements.
7. There are currently 1,636 licensed providers statewide with an additional 22 providers awaiting an initial survey as of May 11, 2011. The breakdown by provider type is as follows:
- a. Personal Care Attendant (PCA) - 763
 - b. Supervised Independent Living (SIL) - 429
 - c. Respite/Center Based Respite (RP/CBR) - 184

- d. Family Support (FS) - 27
 - e. Adult Day Care (ADC) - 105
 - f. Adult Day Health Care (ADHC) - 45
 - g. Support Coordination/Case Management - 83 (18 RFP contract agencies that provide services to waiver and EPSDT recipients served by OCDD; 28 agencies that provide services through a performance agreement to recipients served by OAAS; 8 agencies providing services to the HIV targeted population – this function has been transferred from OAAS to the Office of Public Health; and 29 agencies serving other targeted groups)
 - h. Support Coordination/Case Management EPSDT(provided to EPSDT children linked to Case Management services) - 18
8. It is anticipated that by the end of 2011, the annual licensing of support coordination/case management agencies that elect to enter into contracts or performance agreements with OAAS or OCDD will be eliminated from this contract. The Contractor will still conduct the initial survey for these agencies; however, the operating agencies will be responsible for all subsequent monitoring.
 9. In addition to initial and renewal licensing and certification, the Contractor will monitor service delivery and outcomes for a representative sample of EPSDT recipients linked to support coordination.
 10. There are currently 837 EPSDT recipients linked to support coordination, of which 42 would require monitoring according to the current 5% monitoring requirements. As the number of eligible recipients for EPSDT increase, the number of monitoring visits will also increase.
 11. It is anticipated that the number of licensed providers will decrease from over 1,636 to approximately 900 providers as the Department continues the implementation of Act 839 (HB1098) to consolidate and incorporate a single license for HCBS providers.

B. Deliverables

1. General Requirements

- a. Through initial and renewal surveys, verify that providers initially and continually meet required licensure and/or certification standards and adhere to other standards set by the Department prior to their furnishing services.
- b. Provide recommendations for licensure and certification with supporting documentation to MVA.
- c. Verify provider training is conducted in accordance with state requirements and the approved waiver program.
- d. Verify criminal background checks are conducted in accordance with state requirements and the approved waiver program.

- e. Investigate complaints including but not limited to abuse, neglect, extortion, and exploitation referred by HSS.
- f. Provide support, through documentation and/or testimony, for any appeal or legal action resulting from an adverse action taken based on the recommendations and/or documentation provided on the qualifications or performance of licensed, certified, or contracted providers.
- g. Monitor to ensure providers complete the necessary remediation within the required timeframe. If the provider fails to complete the remediation timely, the Contractor must notify HSS so that appropriate actions, such as sanctions, can be pursued.
- h. Provide recommendations and supporting documentation for corrective actions and/or sanctions, including termination of license, certification, or waiver provider contract.
- i. Monitor EPSDT recipients linked to support coordination to ensure their service plan is being implemented as approved and their health and safety needs are being met.
- j. Attend meetings as requested by MVA.
- k. Track and trend data and provide requested reports to MVA in a timely manner.
- l. Develop and maintain an automated electronic system capable of capturing information from existing databases and producing reports.
- m. Develop an automated policies and procedures manual related to the tasks associated with performing licensing and monitoring duties, any overlapping communication and data transmission tasks, and internal controls for monitoring the completion of all tasks. The manual must be available to all Contractor staff and must be incorporated into all training programs for new and existing Contractor staff. The Contractor must obtain MVA's approval of the manual prior to implementation or revision.

2. Programmatic Requirements

For initial licensing applications:

- a. Receive and process all initial licensing applications for direct service provider agencies and support coordination agencies from HSS. The initial application process has a time limit of 90 days with closure at the 91st day.
- b. Process, complete, and track all initial licensing applications for survey requests in accordance with the Department's requirements and the Facility Need Review (FNR) approval requirements (FNR is applicable for the PCA, SIL, Respite/Center-Based Respite, Family Support and ADHC licenses/modules) for direct service agencies and support coordination agencies.
- c. Conduct announced initial licensing surveys, which require an appointment with the applicant provider.
- d. Follow the Department's Full and Focus Survey Protocols for all licensing and monitoring reviews.

- e. Review, conduct, and process all initial direct service provider agencies' and support coordination agencies' licensing surveys simultaneously with the Medicaid Standards for Participation certification.
- f. Submit initial licensing forms and documentation to HSS electronically, as required by the Department. Note: Complete the Licensing Survey Report Forms specific to each provider type, including all documentation and the related licensing forms included in the licensing packets. The licensing forms are currently in 8 1/2 x 11 paper packets. DHH is in the process of incorporating the paper forms into an electronic format to be documented with the assistance of laptop or tablet computers for time efficient and effective processing and exporting to DHH Automated Data Systems (all current paper forms are included in the Attachments Section).

For licenses:

- a. Review, conduct, and process all direct service provider and support coordination agencies' (where applicable) licensing surveys simultaneously with the Medicaid Standards for Participation Recertification. Surveys are unannounced to the providers and are necessary to ensure compliance with all licensing and Medicaid Standards of Participation.
- b. Submit licensing forms to the HSS automated database electronically, as required by the Department.

For Full and Focus Surveys (this process typically requires one (1) surveyor scheduled for 5 days or two (2) surveyors scheduled for 3-4 days; however the successful proposer is responsible for providing an adequate number of surveyors to meet the requirements of the RFP timely):

a. Offsite Prep:

- Review the HSS AS400 (licensing database) to verify the direct service provider or support coordination agency's address, state identification number, and other pertinent information.
- Procure and review applicable regulations.
- Gather required forms/documents in preparation for the survey.
- Create survey shell for survey in database and download shell to laptop.
- If a complaint investigation is involved, follow steps in protocol for focus (complaint) surveys.

b. Entrance conference:

- Document date, time, and attendees.
- If the survey involves a complaint investigation, inform provider (DSP or SC/CMGT) that a complaint investigation will be conducted and provide a broad overview of areas that will be investigated.
- Inform provider that the survey will include observations, interviews (recipient and staff) and clinical record review.

- Obtain copy of the provider’s organizational chart or list of key personnel and a list of all staff members, which should include their titles and assigned work hours.
 - Obtain a list of Medicaid recipients served by the agency. The list should identify all recipients served and their respective HCBS population.
 - Obtain provider’s policy/procedure manuals.
 - Inform provider that a private area is needed to work and estimate timeframe on-site.
 - Request lists of documents and information required from provider for the survey. Inform the provider that all documents/records requested will be needed within an hour of request.
- c. Gathering of Information:
- For complaints, refer to the sampling methodology under the focus complaint survey section. Conduct observations, interviews, and clinical record reviews as applicable.
 - For complaint investigations, conduct home visit(s) Document information gathered on worksheets
- d. Analysis of information and decision making:
- Review information gathered and identify if there are deficient practice(s) and/or immediate reporting needs related to recipient’s health and welfare.
- e. Exit conference:
- Conduct exit conference with designated facility representative(s).
 - Discuss survey findings with the provider.
 - Explain to the provider that survey results will be sent with the survey results and that a Plan of Correction (POC) will be required, if needed.
 - Explain Informal Dispute Resolution (IDR) process and appeal rights to the provider.
- f. Full Survey versus Focus (Complaint) Survey
- With a Full Survey, notification to the complainant is not applicable unless a Focus Survey is conducted along with a Full survey.
 - Sample selection will differ. Refer to Focus (complaint) Surveys for sample selection for complaints.
 - Number of home visits. With Full Surveys, the number of home visits will be increased.
- g. Notification to the Complainant
- Off-site prep-review complaint intake.
 - Contact complainant to discuss details of the complaint allegation(s), to clarify information in complaint intake, to receive any additional information and to confirm that complaint will be investigated, unless the complainant has requested anonymity. Document date and time the complainant was notified.
 - Make at least three (3) phone call attempts to contact the complainant. If the first or second phone call attempt is unsuccessful, the last attempt

should occur no later than the decision making process of the investigation and prior to leaving the facility. A phone contact attempt is to be made no sooner than two (2) hours from a previous attempt. Unsuccessful phone contact attempts are to be appropriately documented as to the dates and times attempts were made.

- When selecting the sample, use the following protocol except when otherwise directed from appropriate program protocol manual - choose a minimum sample of 5 or 25% of the sample selection scale used for standard surveys (rounded to the nearest whole number), whichever is greater. The sample should consist of recipients who have similar characteristics as those mentioned in the complaint intake (e.g., recipients in the same target population).

h. Qualified Staff

- Verify employee is credentialed and meets requirements for the positions.
- Verify employee background checks are being performed according to state requirements.
- Monitor provider agencies to ensure the initial and ongoing training requirements for direct service workers and support coordinators have been met.

i. Health and Welfare

- Identify, address, and seek to prevent the occurrence of abuse, neglect, exploitation, and extortion.
- Ensure medication is properly administered to recipients.
- Ensure reports of harm or immediate jeopardy are investigated in accordance with state requirements.

j. Other requirements

- Have in place an automated electronic data system(s) to maintain, track, and trend and to provide electronic reports to the MVA.
- Have in place standardized electronic monitoring tools and documents which meet the Department's requirements.
- Notify the Department of HCBS recipients found at high risk or at imminent risk for health and safety.
- Report suspected incidents involving abuse, neglect, exploitation, or extortion to the appropriate protective service agency and notify HSS that the report was made consistent with established protocols.
- Attend appeal hearings and provide necessary documentation for appeal hearings, as requested by MVA.
- Attend initial and annual trainings as deemed necessary by MVA. Staff who conduct investigations will be required to attend at least a three day abuse training conducted by DHH/OAAS.

- Develop and implement a professional development plan to ensure staff receive required training and demonstrate competency.

For EPSDT monitoring (this process typically requires two (2) surveyors to be scheduled for a 2 week period; however the successful proposer is responsible for providing an adequate number of surveyors to meet the requirements of the RFP timely):

- Conduct an annual statewide EPSDT monitoring (November 1 through October 31st each calendar year) for at least 5% of EPSDT recipients linked to support coordination in accordance with the Department's requirements and the Chisholm lawsuit settlement.

For complaint investigations:

- a. Conduct all complaint investigations referred by DHH/HSS.
- b. Review, conduct, and process documented complaint investigation findings on Departmental forms, maintain data on Contractor's data system, and submit data electronically to the DHH/HSS automated data systems.
- c. Provide immediate notice to HSS and/or the appropriate protective services agency when there is suspected abuse, neglect, exploitation, extortion or identified immediate jeopardy to the recipient's health and safety.

3. Service Delivery Location and Service Times

- a. The Contractor will be responsible for supplying its own facility or building located in Baton Rouge, Louisiana, as part of its performance under the contract. All files must be maintained in a secure location.
- b. The Contractor shall notify the contract monitor, in writing, a minimum of 30 days prior to making any changes in location which will affect the ability of the Department, providers, support coordinators, recipients, and others to contact the Contractor by telephone, facsimile transmission, or mail.
- c. The Contractor must have sufficient and qualified staff available and on-site between the hours of 8:00 AM and 5:00 PM Central Time, Monday through Friday (excluding state holidays). Staff must have knowledge and the ability to respond to requests for information from DHH.

4. Staffing Requirements/Qualifications

- a. The Contractor will designate, subject to MVA approval, a Project Director for this contract who will have day-to-day authority to manage the overall operations. The Project Director will be available to MVA by telephone during

regular business hours. The Contractor will provide an administrative telephone number that will enable MVA to reach the Project Director directly.

- b. In the event MVA determines that the Contractor's staffing levels are not sufficient to carry out the duties included in the contract, it shall advise the Contractor in writing and the Contractor shall have 30 days to remedy the identified staffing deficiencies.
- c. The Contractor shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project, as determined by MVA, with an employee of equal or superior qualifications. MVA's contract monitor will exercise exclusive judgment in this matter.
- d. The Contractor must hire, train, and maintain a sufficient number of qualified staff to meet the objectives of the contract and ensure deliverables are completed as required. The Contractor must employ the following staff to conduct the licensing and monitoring visits and who will be accessible to the Department:
 - i. **Agency Director** - The Agency Director is in charge of and responsible for the functions and services of the Contractor, assurance of quality control and compliance with the contract, and shall be the liaison with DHH regarding contractual requirements and deliverables. The Agency Director will be accessible by telephone as necessary.
 - ii. **On-Site Project Manager** - The On-Site Project Manager, if different from the Agency Director, will be the primary contact person for the contract location. The Project Manager will be knowledgeable of the contract requirements, specific populations, have the ability to immediately respond to the requests of DHH, and be available on-site at the Baton Rouge office location. The On-Site Project Manager will oversee the day-to-day operations of the contract location and assure compliance with all requirements. The On-Site Project Manager will participate in all trainings required by MVA and be the contract representative when meeting with DHH as requested. If the Contractor does not have an Agency Director, the On-Site Project Manager will be responsible for carrying out the duties of the Director. The On-Site Project Manager will also be available by telephone as necessary.
 - iii. **Supervisor(s)** - The Supervisor is responsible for assuring the Contractor's staff is performing licensing and monitoring visits in accordance with the contract. The Supervisor will assure the Contractor's staff receives appropriate supervision and training on an ongoing basis to assure staff provides quality services and meets the deliverables as required in the contract. The Supervisor will update the Contractor's staff on an ongoing basis and work closely with the On-Site Project Manager and Trainer. The Supervisor must be accessible by phone with 24 hour access including an after business hour on-call number with an available representative. If

- necessary, access to a supervisor must be available during and after business hours for emergency or immediate jeopardy situations.
- iv. **EPSDT Specialist** – The EPSDT Specialist will provide supervision, oversight, and training assistance for all EPSDT services conducted by contractor staff in accordance with the Department’s requirements and the Chisholm lawsuit settlement. These requirements can be found in the procurement library (<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>).
 - v. **RN Consultant** – The RN Consultant must be licensed as a Registered Nurse in the State of Louisiana and domiciled in the Baton Rouge office. The RN Consultant may be hired through direct employment or contract and must be available during regular business hours (40 hours a week) and as needed. The RN Consultant will be responsible for providing consultation and evaluations on the health and welfare related issues for the HCBS recipients during licensing and monitoring visits. The RN Consultant will also assist in the direct oversight of care and service planning for medically complex recipients or others identified as high risk to assure the supports and services included in the service plan meets the recipient’s health and safety needs.
 - vi. **Staff Monitors** (for Licensing and Monitoring)-The Contractor shall have qualified and trained Staff Monitors statewide who are responsible for the licensing and monitoring functions of the contract. The Staff Monitors will be required to attend the DHH trainings and trainings provided by the Contractor. The Staff Monitors are required to accurately and completely document electronically the results of the initial, annual, follow-up, focus licensing review and complaint reviews, as well EPSDT monitoring functions. Staff Monitors will be employed at least 40 hours a week and accessible during normal business hours.
 - vii. **Training Coordinator** - The Training Coordinator will use the train-the-trainer method to ensure all necessary contract staff members receive required training. This information can be found in the procurement library.
- e. All staff who perform licensing and monitoring duties must meet the Medical Certification Specialist 2 job specifications set by the Department, with the exception of the Supervisor, who must meet the Program Manager 2 or Medical Certification Program Manager 2 requirements.
 - f. The Contractor must designate a Trainer who will be responsible for attending all required training provided by the Department and will be responsible for ensuring all appropriate staff receives training through the Train-the-Trainer model. The Contractor, training coordinators and others will attend training and demonstrate competency as deemed necessary by MVA
 - g. The Contractor must notify MVA immediately of any key personnel changes or unfilled/vacant staff positions and report any vacancy that has the potential of violating staffing requirements.

5. Record keeping requirements

All provider records will be the sole property of MVA and must be returned to MVA upon termination of the contract.

The Contractor must have:

- a. A system in place, written policies and procedures, and internal controls documented for establishing and maintaining current and archived provider and contractor files in a secure and confidential manner as required by federal and state rules and regulations (e.g., meet any applicable HIPAA requirements).
- b. A functional disaster recovery plan in place and documented for electronic and hard copy files. This plan will include a description of hardware backup if management information systems are disabled, and the process to allow for the continuation of budget allowance disbursements and would ensure the rapid return to limited operation, including at a minimum: :
 - i. The accuracy of software and data at return to operation
 - ii. The ability to return to full capacity as soon as possible
 - iii. A complete backup of all non-software data sets at the end of each production day
 - iv. The resultant discs removed to an external secure site. These back-up discs should be cycled on at least a weekly basis.
 - v. The server should be designed to employ a method of redundancy for operational integrity and production.
 - vi. All workstations attached to the network should have sufficient processing capability to be used interchangeably and should be able to backup one another until repair or replacement can be affected on a failed workstation.
- c. A system in place, written policies and procedures, and internal controls documented for testing and updating the disaster recovery plan for electronic and hard copy files.

6. Reporting Requirements

The Contractor must have a system in place, written policies and procedures, and internal controls documented to prepare and submit required reports to MVA and the operating agency in a timely manner.

- a. MVA reserves the right to change reporting requirements and request reasonable ad-hoc reports with sufficient notice. The format and data elements of reports must conform to MVA requirements. The Contractor will be responsible for all programming functions and cost associated with the design, maintenance, or enhancement of the reporting system.
- b. On a monthly basis, the Contractor must submit a status report to MVA which contains, at a minimum, the following information:

- i. Staffing levels
 - ii. Number of initial licensing applications received
 - iii. Number of initial licensing reviews conducted
 - iv. Number of initial licenses approved
 - v. Number of initial licenses denied and denial reason
 - vi. Number of initial license applications pending
 - vii. Number of plans of correction required, by type
 - viii. Number of plans of correction completed as required, by type
 - ix. Number of licensing reviews conducted
 - x. Number of licenses approved
 - xi. Number of licenses denied and denial reason
 - xii. Number of complaints received from HSS triage, by type and waiver
 - xiii. Number of complaints investigated, by timeframe, waiver and type
- c. The following reports must be submitted to MVA on a quarterly basis:
- i. Complaint resolution reports, which indicate the number and percent of substantiated and unsubstantiated complaints and the number and percent of complaints addressed within the required timeframes, by waiver. Reports must indicate the recipient, program, date of complaint, whether the complaint was substantiated, complaint resolution, and date of resolution.
 - ii. Provider reports which identify the following:
 - Number and percent of new provider applications, by provider type and waiver, for which the provider obtained appropriate licensure/certification in accordance with State law and waiver provider qualifications prior to service provisions.
 - Number and percent of new provider applications, by provider type and waiver, for which appropriate background and registry checks, were conducted, as required by State law.
 - Number and percent of providers, by provider type and waiver, continuing to meet applicable licensure/certification following initial enrollment.
 - Number and percent of agency providers, by waiver, whose direct support staff had timely criminal background and registry checks.
 - Number and percent of providers, by provider type and waiver, meeting provider training requirements.
 - iii. Remediation/plan of correction reports, which identify the provider, waiver program, required remediation, required timeframes, and outcome.

- d. Reports must be available in both individual and aggregate form, including by waiver program and waiver year, as requested by MVA. Reports must also be available in an electronic format.

7. Transition Plan

Upon notification of award, the Contractor must work with MVA/HSS to ensure connectivity of all information technology systems and to make adjustments to any of the Contractor's business operations necessary to implement the services described in this RFP.

The Contractor must complete an implementation plan that includes all tasks, action steps, timelines, and responsible parties for all requirements contained in this RFP.

The Contractor must submit a comprehensive policies and procedure manual to MVA at least 30 days prior to the start of the contract and incorporate modifications required by MVA within 10 business days of notification. The Contractor must review the manual within 30 days following the start of the contract for modifications. The policies and procedures manual must be reviewed at least on an annual basis, or as needed, to determine any revisions needed. The manual must be approved by MVA prior to implementation or revision.

The Contractor shall be liable for all contract responsibilities incurred up to the date of termination of contract.

The Contractor will develop a turnover plan within 180 days of award, acceptable to MVA in its sole discretion. The turnover plan and any modification or updates must be prior approved by MVA. The turnover plan must be updated at least annually. The objective of the turnover plan is to provide for an orderly and controlled transition of the contractor's responsibilities to a successor contractor at the conclusion of the contract period.

8. Performance Measures

Performance measures have been developed to monitor the performance of the Contractor. Additional performance measures may be developed and/or existing performance measures may be revised.

Formal monitoring of the Contractor will occur annually by MVA. The Contractor may be monitored more frequently at the discretion of MVA. Performance evaluation methodology may include the following standards:

- The Contractor will conduct licensing surveys within the timeframe specified in the HSS licensing policy at least 95% of the time.

- The Contractor will conduct initial licensing surveys within the timeframe specified in the policy at least 95% of the time.
- The Contractor will investigate complaints within the timeframe specified in the policy at least 95% of the time.
- The Contractor will investigate complaints involving immediate jeopardy within 24 hours 100% of the time.
- The Contractor will submit timely and accurate reports 100% of the time.

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department’s payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
 - a. Late submission of any required report - \$50 per working day, per report.
 - b. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
 - c. Failure to maintain all recipient and provider files and perform all file updates according to the requirements in the contract, as evidenced in recipient and provider files when reviewed during monitoring site visit - \$100 per client.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
 - e. For performance measures below the standards indicated in this RFP, Section II, B (8), MVA will pay 80% of the monthly invoice. Liquidated damages may be imposed on subsequent invoices for prior months’ performance once a final decision is made by the Department.

2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor’s history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The “good faith” exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

The Contractor must have sufficient connectivity to the ASPEN, OTIS, Medicaid data contractor system, and HSS database.

The Contractor must be able to adapt or develop a database for the purpose of assimilating data from multiple sources and consolidating the information into a single report.

All systems and materials developed during the course of this contract will become the property of DHH.

The contractor must maintain hardware and software compatible with DHH requirements which currently are as follows:

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

F. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other

forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

- a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
- b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or

indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contactor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith. At this time, there are no known Special Hazards associated with the services to be provided by the Contractor.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

H. Resources Available to Contractor

The Medical Vendor Administration/Waiver Assistance and Compliance Section will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

I. Contact Personnel

All work performed by the contract will be monitored by the contract monitor designated by DHH.

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period not to exceed 36 months.

K. Payment

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the Contract Monitor.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

D. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

E. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

F. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

G. Errors and Omissions

The State reserves the right to make corrections due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposer.

H. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

I. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted at the following web address: <http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

J. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink) and should submit one (1) electronic copy (flash drive or cd) of the entire proposal and one of the redacted (cd or flash drive) and thirteen (13) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:
Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 4th Street, 5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:
Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

K. Proprietary and/or Confidential Information

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that the proposer believes contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to request protection, if any, from disclosure. The proposer should mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal contain trade secrets and/or privileged or confidential information and proposer requests that such data only be disclosed for evaluation purposes, or as required by Louisiana law. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”
4. Further, each page containing such data should be specifically identified and marked “CONFIDENTIAL”.
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the requested data of the request. If the owner of the requested data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.

6. **If the proposal contains purported confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy shall also state which sections or information has been removed.

L. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

M. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

N. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. MVA shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.

4. Introduction/Administrative Data

- a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH Medical Vendor Administration licensing and quality monitoring as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
- d. The following information **must** be included in the proposal:
 - i. Veteran/Hudson Initiative: Proposer must demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I).
 - ii. Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment II).

5. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement, services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of

the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h. Demonstrate an understanding of and ability to implement data collection as needed.
- i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- l. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.

- n. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
 - o. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
 - p. Demonstrate participation in Veteran-owned and Service-connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs or explain as to why it is not applicable.
6. Relevant Corporate Experience
- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have conducted a similar type project within the last 24 months. Proposers should give at least two customer references for projects conducted in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
 - b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.
7. Personnel Qualifications
- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
 - b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
 - c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum

education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.

- d. Key personnel and the percentage of time directly assigned to the project should be identified.
 - e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
 - f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.
8. Additional Information
- As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.
9. Corporate Financial Condition
- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
 - b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.
10. Cost and Pricing Analysis
- a. Proposer shall specify costs for performance of each task. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs for each task shall be included in the proposal.
 - b. Proposers shall submit the breakdown in the approved format as shown in the attached sample cost template form (see Attachment V) for each year of the contract to demonstrate how cost was determined.

- c. The proposer must specify total costs for performance of task and all deliverables defined in Section II: Scope of Work, for each of the three years of the contract. In the total cost proposal, proposers shall separate their total annual costs into two components, 1) cost for major contract duties (initial licensing, licensing, complaint investigations, and provider monitoring), and 2) administrative cost. As a portion of the total cost bid, proposers will propose a fixed price for each major duty (initial licensing, licensing, complaint investigations, and provider monitoring) completed. This fixed price per unit is the standard amount to be paid under the contract for the performance of each duty, if the timeliness performance standard is achieved. The total proposal cost amount for each year will be the sum of the total amount for each major duty and the total amount for administrative costs.

O. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
3. Scoring will be based on a possible total of 110 and the proposal with the highest total score will be recommended for award.
4. Cost Evaluation:
 - a. The proposer with the lowest total cost shall receive 20 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 20$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the 20 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- c. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
- d. The DHH Deputy Undersecretary may provide assistance with the evaluation of the additional 5 points.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	25
Corporate Experience	20
Qualification of Personnel	20
Financial Statements	4
Cost	25
Veteran and Hudson Initiatives	11
Total	110

P. On Site Presentations/Demonstrations

Not required for this RFP.

Q. Announcement of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- C. Retainage - the Department, shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
 - 1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent

shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.
5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.

- c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Veteran and Hudson Initiatives
- II. Certification Statement
- III. DHH Standard Contract Form (CF-1)
- IV. HIPAA
- V. Sample Cost Breakdown Template
- VI. Complaint Procedures
- VII. Licensing and Monitoring Forms

Attachment I

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs
Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianafoward.com/index 2.asp>. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianafoward.com/index 2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors:
 - 1 participating small entrepreneurship: 1/5th of the reserved points
 - 2 participating small entrepreneurs: 2/5^{ths} of the reserved points
 - 3 participating small entrepreneurs: 3/5^{ths} of the reserved points
 - 4 participating small entrepreneurs: 4/5^{ths} of the reserved points
 - 5 or more participating small entrepreneurs: Full amount of the reserved points

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

CERTIFICATION STATEMENT

ATTACHMENT II

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 5 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Authorized Signature: _____
 (Original signature only. No electronic or photocopy accepted.)

Typed or Printed Name: _____

Title: _____

Company Name: _____

Title: _____

**CFMS:
DHH:
AGENCY #**

Attachment III
DHH - CF - 1

**CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)		5) Federal Employer Tax ID# or Social Security #	
2) Street Address		6) Parish(es) Served	
City and State	Zip Code	7) License or Certification #	
3) Telephone Number		8) Contractor Status	
4) Mailing Address (if different)		Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No	
City and State	Zip Code	8a) CFDA#(Federal Grant #)	

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
---------------------------	-----------------------------

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall

protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been

approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
--	------------------------------------------------------------------

_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
_____ NAME		_____ NAME	
_____		Secretary, Department of Health and Hospitals or Designee	
_____		_____	
TITLE		TITLE	

--	--

_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
_____ NAME		_____ NAME	
_____		_____	
TITLE		TITLE	

(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment ___ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as

permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:
 - In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Year 1 Proposed Cost

Note: Use this sample template to prepare a cost breakdown for each major duty of the contract

	Hourly Rate	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Benefits		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
Office Supplies (List)		
Professional Services (list)		
Other Direct Costs (list)		
TOTAL ADMINISTRATIVE COST		\$

Per Initial Licensing Fee	\$	Total Initial Licensing Cost	\$
Per Licensing Fee	\$	Total Licensing Cost	\$
Per Complaint Investigation Fee	\$	Total Complaint Investigation Cost	\$
Per Provider Monitoring Fee	\$	Total Provider Monitoring Cost	\$
TOTAL			\$

Year 2 Proposed Cost

Note: Use this sample template to prepare a cost breakdown for each major duty of the contract

	Hourly Rate	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Benefits		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
Office Supplies (List)		
Professional Services (list)		
Other Direct Costs (list)		
TOTAL ADMINISTRATIVE COST		\$

Per Initial Licensing Fee	\$	Total Initial Licensing Cost	\$
Per Licensing Fee	\$	Total Licensing Cost	\$
Per Complaint Investigation Fee	\$	Total Complaint Investigation Cost	\$
Per Provider Monitoring Fee	\$	Total Provider Monitoring Cost	\$
TOTAL			\$

Year 3 Proposed Cost

Note: Use this sample template to prepare a cost breakdown for each major duty of the contract

	Hourly Rate	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Benefits		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
Office Supplies (List)		
Professional Services (list)		
Other Direct Costs (list)		
TOTAL ADMINISTRATIVE COST		\$

Per Initial Licensing Fee	\$	Total Initial Licensing Cost	\$
Per Licensing Fee	\$	Total Licensing Cost	\$
Per Complaint Investigation Fee	\$	Total Complaint Investigation Cost	\$
Per Provider Monitoring Fee	\$	Total Provider Monitoring Cost	\$
TOTAL			\$